



SUBDIVISION ORDINANCE



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Ordinance # 2007-277-O (Subdivision Ordinance)

Ordinance # 2007-276-O (Fee Schedule)

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Sec. 27-1. Purposes and provisions.

(a) *Purposes.* This chapter is adopted to implement the official comprehensive plan for the present and future development, and redevelopment of the City of Rockford, as authorized by 65 *ILCS* 5/11-12-6, *et seq.* This chapter is intended to establish reasonable standards for the design of subdivisions, re-subdivisions of unimproved land, and public improvements. This chapter is also intended to establish reasonable requirements governing the location, width, course and surfacing of public streets and highways, ways for public service facilities, curbs, gutters, sidewalks, street lights, size of lots to be used for residential purposes, storm water drainage, water supply and distribution, sanitary sewers, and sewage collection and treatment.

The provisions of this article shall be held to be minimum requirements. They are adopted to promote the health, safety, welfare and convenience of the public, to lessen congestion, to further the orderly layout and use of land, and to facilitate adequate provision for transportation, water, sewerage, schools, parks, playgrounds, and other public requirements.

(b) *Effect on existing agreement and provisions.* This article is not intended to repeal or impair any existing easement, covenant or agreement between parties or permits previously adopted or issued pursuant to the ordinances or resolutions of the City of Rockford and the statutes of the State of Illinois. Where this article imposes a greater restriction than imposed or required by the provisions of existing ordinances, resolutions, rules and regulations, this chapter shall control. Where provisions of existing statutes, ordinances, resolutions, rules or regulations impose greater restrictions than imposed or required by this chapter, said provisions shall control over this chapter.

(c) *Planned Residential, Planned Mixed-Use and Planned Unit Developments.* The City Council may approve a Special Use Permit for a Planned Residential, Planned Mixed-Use or Planned Unit Development where modification(s) of this ordinance may be permitted, except in those sections of this ordinance where expressly prohibited.

Sec. 27-2. Jurisdiction.

The provisions of this chapter shall be applicable to all subdivisions in the City of Rockford, and within one and one-half (1 1/2) miles of its' corporate boundaries, unless otherwise regulated by recorded boundary agreements with other municipalities.

Sec. 27-3. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Official plan.* The terms "the comprehensive plan," "adopted segments of the comprehensive plan," "adopted plans" and "plans" and all such terms as used herein mean the current official comprehensive plans adopted by the City of Rockford pursuant to 65 *ILCS* 5/11-12-6, *et seq.*

(b) *Subdivision.* The term "subdivision" means the division of a parcel of land into two (2) or more parts, any of which part is less than five (5) acres, for the purpose of ownership transfer or building improvement, or, if a new street is involved, any division of a parcel of land. The term includes re-subdivision of property previously subdivided. The term shall also apply to all planned residential and planned mixed-use developments as defined by the zoning ordinance,

and the utilization of a parcel of land for more than one (1) building unless all buildings on the parcel would be permitted under the zoning ordinance as applied to the parcel, regardless of whether the development or parcel is located in the city. The term includes any division of land that attempts to avoid the requirements of this article. Where appropriate to the context, the term shall relate to the process of subdividing or to the land subdivided. (*See Appendix A to this section for exemptions under the Plats Act, 765 ILCS 205/1 et seq.*)

Sec. 27-4. Plat officer, office created; duties.

The office of plat officer is hereby created. Every intended subdivision of land within the platting jurisdiction of the city shall be submitted to the plat officer for approval according to the provisions of this article prior to final recording of a map or plat of said subdivision, except where otherwise permitted by this article. No such map or plat of subdivision shall be entitled to record or have validity until it has been so approved, except when otherwise permitted by this chapter.

Sec. 27-5. Procedure summary.

All developers shall follow the procedure detailed in this section in order to gain official approval for, and recording of a subdivision plat. The following is a summary of the steps required in order to obtain approval in the subdivision process.

(a) *Preliminary conference.* The review of the overall subdivision proposal at a draft stage.

(b) *Tentative plat submittal and approval.* The first portion of the formal review process. No final plat shall be accepted for review until after the tentative plat of the area has been approved by city council. All tentative plats shall require:

- (1). Submittal and approval of all required documents, including the tentative drainage plan and study in accordance with the Surface Water Management Ordinance;
- (2). Approval by city council;
- (3). Compliance with the conditions established by city council; and
- (4). Compliance with the provisions of the zoning ordinance and subdivision ordinance.

(c) *Final plat submittal and approval.* The formal review process, culminating in the subdivision of land into lots and dedication of public streets. Final plats shall require:

- (1). Submittal and approval of all required documents;
- (2). Approval by city council;

- (3). Compliance with the conditions established by city council; and
- (4). Compliance with the provisions of the zoning ordinance and subdivision ordinance.

Sec. 27-6. Preliminary conference/pre-application meeting.

The developer shall arrange a preliminary conference with the current planning division of the community development department to review the development proposal. A preliminary drawing showing the following information shall be brought to such conferences:

- (a) *Site information.* The boundaries of the property to be subdivided, existing easements and covenants affecting the property, land characteristics, such as natural drainage, existing topography, wetlands and wooded areas, and development characteristics such as surrounding streets, existing buildings, existing driveway locations, available sanitary sewer, water and other utilities, and any pre-annexation agreement in effect for the property.
- (b) *Proposed land divisions.* The developer's intentions for dividing the land, including proposed layout of streets, blocks and lots, extent of business areas, playgrounds, parks and other public areas.

Sec. 27-7. Tentative plat submittal, review and recommendation.

(a) *Submittal.*

- (1) The developer shall submit twenty (20) reproductions, meeting the size requirements as stated in "D" of this section, one reproduction in an appropriate digital format when required by the City Engineer, and one reproduction printed on paper eight-and-one-half (8 1/2) inches by eleven (11) inches, of a tentative plat of the subdivision to the planning division for review, together with the review fee (fee schedule is in the Appendix) established by ordinance. The twenty (20) reproductions shall be folded to eight and one-half (8 1/2) inches by eleven (11) inches.
- (2) All submittals shall include a tentative drainage plan and study in accordance with the Surface Water Management Ordinance. The tentative drainage plan shall be drawn or printed on paper twenty-four (24) inches by thirty-six (36) inches at a scale of one hundred (100) feet to one (1) inch. The drainage plan shall contain on its face the signed statement of a registered professional engineer and the owner of the land, or his duly authorized attorney that, to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of such subdivision or any part thereof -- OR -- that, if such surface water drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the developer has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the subdivision. This

drainage plan shall be approved by the city engineer prior to city council approval of the tentative plat. Approval shall be based upon whether the design of the drainage improvements is coordinated with present and future improvements so as to form part of an integrated system. The reproducible drainage plan becomes the property of the city and is placed on file in the department of public works.

(3) The tentative plat shall also be accompanied by a sketch plan showing profiles of the existing ground surface and proposed street centerline elevation. A typical cross section of the proposed street improvement, along with the proposed location of water mains, sanitary sewers, storm sewers and drainage ways shall be included with the tentative plat.

(b) *Review.* The tentative plat will be reviewed by the city, the utility companies, soil and water conservation district, and other appropriate agencies for their comments.

(c) *Recommendation.* Following the review process, the planning division shall submit the tentative plat to the Code & Regulations Committee, together with a recommendation for the plat and any conditions, which are to be addressed prior to submittal of the final plat. Conditional approval of the tentative plat shall be granted by the city council based upon substantial conformity with the currently adopted comprehensive plan, all pertinent laws, rules, regulations and the requirements of this chapter. Conditional approval is valid for one (1) year.

(d) *Tentative plat form and content.* The tentative plat shall show the proposed layout for the entire tract of land owned or controlled by the developer.

(1) The tentative plat shall be drawn or printed on paper twenty-four (24) inches by thirty-six (36) inches at a scale of one hundred (100) feet to one (1) inch unless an alternative scale has been approved by the City Engineer. The tentative plat shall also be provided in an appropriate digital format when required by the City Engineer,

(2) The tentative plat shall show items (a) through (f) below and be accompanied by item (g) as follows:

a. Statement of ownership in the following form:

"I/we am/are sole owner(s) of the property shown hereon, and affirm that I/we own no property adjoining the property shown hereon."

Owner(s) _____

Owner(s) _____

b. Names and addresses of agents for the owner(s).

c. The name of the subdivision, such name not duplicating the name of any subdivision previously recorded in the county.

d. Location map. A small scale drawing of the section in which the subdivision is situated showing the location of the subdivision.

e. Location and position by quarter-quarter section, section, township, range, principal meridian, county and state;

f. Scale and north arrow.

g. Proof of application for roadway access approval permits from the state department of transportation and/or county highway department for roads under their jurisdiction within the plat.

(3) The tentative plat shall show the following existing conditions:

a. Ground elevations shall be based on Rockford datum. For land that slopes less than two (2) per cent, spot elevations shall be shown at all breaks in grade, along all drainage channels or swales, and at selected points not more than one hundred (100) feet apart in all directions. For land that slopes more than two (2) per cent, two-foot contours shall be shown.

b. Approximate boundary lines.

c. Location, width and purpose of easements and other existing restrictions, reservations or covenants.

d. Existing streets on and adjacent to or extending from the tract.

e. Existing utilities on and adjacent to the tract; location and size of sanitary sewer, storm sewers and water mains; location of gas lines, fire hydrants, electric and telephone lines. If water mains and sewers are not on or adjacent to the tract, indicate the direction and distance to, and size of nearest ones.

f. Other conditions on the tract. Watercourses, floodway, 100-year flood boundaries, marshes, rock outcrop, wooded areas, trees to be preserved, all existing buildings and structures, and other significant features.

g. Other conditions on adjacent land within one hundred (100) feet. The approximate direction and gradient of ground slope, including any embankments or retaining walls; character and location of buildings, railroads, power lines, towers, and other nearby nonresidential land uses or adverse influences.

h. Existing lots and subdivision names adjacent to the tract.

(4) The tentative plat shall show proposed improvements and conditions, including:

- a. Streets. Names; right-of-way and roadway widths; and identification by classification of collector or arterial as designated on any official plan. The name of a proposed street shall match the name of any existing street, which the proposed street continues or extends .
- b. Easements. Location, width and purpose.
- c. Proposed locations of water mains and appurtenances, sanitary sewers, gas lines, electric lines, telephone lines, cable lines and all other utilities.
- d. Proposed lot lines and approximate dimensions.
- e. Minimum building setback lines.
- f. Site data. Tabulation of gross area, street area, net subdivided area, total number of lots, and lineal feet of proposed streets.
- g. Sites to be reserved or dedicated for parks, playgrounds, or other public uses.
- h. Street light locations and their easements as determined by the department of public works.
- i. Highways or other major improvements planned by public authorities for future construction on or near the tract according to the information received from the planning office at the preliminary conference.

(5.) All improvements shall be designed in accordance with the current version of the Engineering Design Criteria for Public Works Improvements.

Sec. 27-8. Final plat submittal, review and recommendation.

(a) *Submittal.* Within one year of approval of the tentative plat by city council, the developer shall submit a final plat of the subdivision (or portions thereof which the developer proposes to record and develop) and twenty (20) reproductions thereof to the plat officer, and two (2) reproductions printed on paper eight and one-half (8 1/2) inches by eleven (11) inches, for review and recommendation to city council together with the final plat review fee established by ordinance. The twenty (20) reproductions shall be folded to eight and one-half (8 1/2) inches by eleven (11) inches. The developer shall also submit an eight and one-half (8 1/2) inches by eleven (11) inch reproduction of the plat and one reproduction in an appropriate digital format when required by the City Engineer. (See Appendix A for fee schedule.)

(1) *Drainage plans.* The final plat shall be accompanied by the final drainage study and study in accordance with the Surface Water Management Ordinance, and construction plans, including calculations, for the drainage and detention facilities required to serve the area for which final plat approval is sought.

(2) *Construction plans.* The final plat shall also be accompanied by profiles showing ground surface and proposed street grades, typical cross sections of the proposed grading extending to a minimum the building setback line, roadways, sidewalks, and streetlights. A plan of proposed water mains, sanitary and storm sewers with all grades and sizes indicated shall also be provided.

(3) *Winnebago County Geographic Information System (WinGIS) Requirement.* A Winnebago County Geographic Information System (WinGIS) Geodetic Control Network Reference Tie Form must be signed and submitted by a licensed Illinois Professional Land Surveyor to WinGIS for review. This form shall be submitted to the WinGIS office and recorded in the Office of the Recorder of Winnebago County with the final plat. Subdivisions with less than five (5) lots, all fronting on an existing improved street or road, and not involving any new street, road or easement of access will be exempted from this requirement.

(4) A copy of all covenants relating to the subdivision shall also be submitted prior to plat recommendation.

(b) *Review and recommendation process.* The final plat and accompanying documents shall be reviewed by the city, utility companies, and other appropriate agencies. Said review shall be completed by the subdivision review team and a recommendation submitted to city council. Approval of the final plat will be granted by the city council in the manner provided by 65 ILCS 5/11-12-8, on the basis of substantial conformity with the tentative plat as approved, and the official plan of the city, and compliance with all pertinent laws, rules and regulations, and technical requirements of the city.

(c) *Requirements for certification.* At the time the final plat is submitted for certification by the city engineer and legal director, the following requirements shall be met:

(1) The developer shall deliver to the department of public works a duplicate signed Public Improvements Completion Agreement covering all public and private improvements, and an irrevocable Letter of Credit. . The duplicate signed Public Improvements Completion Agreement shall be substantially in the form set forth in Appendix D of this section. The Letter of Credit shall be substantially in the form set forth in Appendix C of this section. The duplicate signed Public Improvements Completion Agreement and the irrevocable Letter of Credit shall be approved by the Legal Director or his designee prior to their execution. Letters of Credit for a term of less than one (1) year will not be accepted.

(2) A signature of the county clerk dated on or after the mailing date of the last real estate tax bills.

(d) *Recording of final plat.* After approval of a final plat by city council, and signatures of the owner(s) (notarized) and county clerk, have been obtained by the developer, the city engineer, legal director and plat officer shall sign the plat. A Mylar reproducible copy of the original recorded plat shall be provided to the city by the developer within thirty (30) days of recording, to be placed on file in the department of public works.

(e) *Final plat form and content.*

(1) The final plat shall be drawn with waterproof non-fading black ink on a durable, reproducible medium measuring twenty-four (24) inches by thirty-six (36) inches at a scale of one hundred (100) feet to one (1) inch unless an alternate scale has been approved by the City Engineer. When more than one (1) sheet is submitted for any one (1) plat, the sheets shall be numbered consecutively and contain a notation showing the whole number of sheets in the plat, and its relation to other sheets.

(2) The final plat shall show on the face thereof:

a. The name of the subdivision, such name not duplicating the name of any subdivision previously recorded in the county.

b. The location and position of the subdivision indicated in each of the following ways:

1. By quarter-quarter section, section, township, range, principal meridian, county and state.

2. By distances and bearings from true north or angles with reference to a corner or corners established in the United States Public Land Survey.

3. By a written legal description (and gross acreage) of the exterior boundaries of the land as surveyed and divided.

4. Location map: A small scale drawing of the section in which the subdivision is situated showing the location of the subdivision.

c. An arrow indicating north; a graphic scale; and date of preparation.

d. Notations in their proper places of all monuments erected, corners and other points established in the field.

e. A graphic presentation of all blocks, lots, parcels, and public grounds into which the land is divided, and of all drainage, utility and access easements, floodways and 100-year flood boundaries, and rights-of-way, both public and private.

f. The dimensions of boundary lines, rights-of-way, blocks, lots, parcels, public grounds and easements. Where a boundary line is an arc of a circle, the length of the chord shall be shown. Linear dimensions shall be shown in feet and decimals of a foot.

g. The widths of all easements and rights-of-way, both public and private.

h. A graphic presentation of the required building setback lines on all lots and parcels, and a notation of the distance between such lines and the street right-of-way line.

i. The square footage of each lot.

j. Consecutive numbers on all lots throughout the plat. Lot numbers shall not be duplicated on successive plats.

k. The name of each street and appropriate labels for all other easements, rights-of-way, setback lines and dedications. Street names are subject to city approval.

l. The name and words "private road" clearly marked on all existing streets shown on the plat which are not to be dedicated to public use.

m. Abutting street lines, lots and names of adjoining subdivisions, shown in their correct locations by dashed lines.

n. The water elevation of adjoining lakes or streams.

o. The lowest floor elevation for each lot adjacent to lakes, streams and detention facilities, or adjacent to or within a floodplain, shall be noted on the face of the plat.

p. Geodetic survey horizontal control values for a minimum of two (2) opposing corners of the permanently monumented subdivision. Horizontal control values must be provided in the Illinois State Plane Coordinate System, North American Datum (NAD) 1983 West Zone and references on the subdivision plat. The positional accuracy for the horizontal control values shall be a minimum order C-1. If differential GPS methods are used to acquire the horizontal control values, vertical control values shall also be required for the two (2) opposing corners. Subdivisions with less than five (5) lots, all fronting on an existing improved street or road, and not involving any new street, road or easement of access will be exempted from this requirement.

q. Lineal road measurement for all public and private streets.

(3) Certifications. The following certifications and affidavits shall appear on the final plat. They must be duly signed in waterproof black ink by the appropriate person or their appointed deputy before the plat is entitled to be recorded.

a. Certification by surveyor.

"I hereby certify that, at the request of the owners, I have surveyed and subdivided according to the Plat of _____ Subdivision; a part of the _____ quarter of Section _____, Township _____ North, Range _____ East of the _____ Principal Meridian, bounded and described as follows:

(Legal Description, including acreage)

"Dimensions are given in feet and decimals of a foot. Iron pins 3/4-inch in diameter and 4 feet long have been found or set at all points marked on the plat with a _____, and iron pins 5/8-inch in diameter and 3 feet long have been found or set at all other lot corners. "I hereby certify that (part/no part) of the property covered by this plat is situated within a special flood hazard area as identified by the Federal Emergency Management Agency for the City of Rockford on Panel No. _____, dated _____.

"Given under my hand and seal this _____ day of _____, _____, at _____."

Illinois Professional Land Surveyor
No. _____

b. Certification of dedication by owner(s) of land.

"As owner, I/we hereby certify that I/we have caused the land described in the foregoing affidavit of the surveyor, to be surveyed, divided, and mapped as presented on this Plat. All streets, alleys, walkways, parks, playgrounds and school sites shown on this plat are hereby dedicated to the public for public purposes, and all easements shown are subject to the Easement Provisions hereon. I/we further certify that there are no liens or encumbrances on the property contained in this plat except _____."

Owner(s)

c. Certification by notary public.

"I, _____, a Notary Public in and for the County of _____, in the State of _____ do hereby certify that _____, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and (severally) acknowledged that he (they) signed, sealed and

delivered said instrument as his (their) free and voluntary act for the uses and purposes therein set forth."

"Given under my hand and Notarial Seal this _____ day of _____, _____."

Notary Public

d. Certification by county clerk.

"I, _____, County Clerk of Winnebago County in the State of Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the lands embraced within the plat of _____ Subdivision. In witness thereof, I have hereunto set my hand and seal of the County of Winnebago this _____ day of _____, _____."

e. Easement provisions.

1. *Utilities and governmental bodies:* Easements are hereby reserved for, and granted to the designated governmental bodies and public utilities or cable television companies with the necessary authorizations and/or franchisees and their respective successors and assigns within the area as shown by dotted lines on the plat and marked "easement" to install, lay, construct, renew, operate and maintain storm and sanitary sewers, water mains, gas mains, surface drainage facilities, pipes, conduits, cables, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other properties with telephone, electric and other utility service or cable television service; also is hereby granted the right to use the streets for said purposes, the right to install the required service connections over or under the surface on each lot and common area or areas and common elements to serve improvements thereon, or on adjacent lots and common area or areas and common elements, the right to enter upon the subdivided property at all times to install, lay, construct, renew, operate and maintain within the easement area the storm and sanitary sewers and water mains, gas mains, pipes, conduits, cables, poles, wires, braces, guys, anchors and other equipment; and finally the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs, saplings and roots, and remove any fences or landscape plantings that interfere with any of the public utility equipment or cable television equipment installed on the easement without responsibility to replace same, other than to replant any grass removed. No permanent structures, trees or berms shall be placed on the easement, but the easement may be used for purposes

that do not then nor later interfere with the aforesaid uses or rights herein granted. If the grade of the subdivision property must be so altered or if private service lines require that the existing underground utility or cable television equipment be moved or otherwise altered, the property owners, their respective successors and assigns, shall reimburse the utility or cable television company for the necessary expense involved.

The term common area or areas is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as, "outlots" "common elements," "open area," "common ground," "parking and common area." The terms "common area or areas" and "common elements" include real property surfaced with interior driveways and walkways, but exclude real property physically occupied by a building or retention pond or mechanical equipment.

The term common elements shall have the meaning set forth for such term in the "Condominium Property Act", 765 ILCS 605/2(e), as amended from time to time.

2. Stormwater detention areas and drainage easements. The maintenance of the drainage and storm water detention easement shall be the sole responsibility of the individual property owner. The finished grade of the easements shall not be landscaped, altered, or encroached upon by filling, re-grading or construction of surface improvements that obstruct or redirect the flow of water, nor shall any buildings or structures be erected within this easement.

3. Designated governmental bodies, utilities or cable television companies at time of recording: "At the time of recording, this plat is to be served by the following public utility companies: Rock River Water Reclamation District, Rockford Water, Commonwealth Edison Company, NiCor, AT & T and/or Verizon Wireless, Insight Communications or their successors." Should another utility other than those heretofore listed provide service to the subdivision, that utility shall also be named on the plat. Should one of the heretofore listed utilities not provide service to the subdivision, the name of the utility shall be removed from the plat.

f. Certification by city engineer.

"I hereby certify that I have reviewed and approved the drainage study for the property embraced within the plat of _____. Construction plans have been submitted and approved, and all public improvements have been built as required, or security in a sufficient amount has been provided for this construction.

"Dated this _____ day of _____, _____."

City Engineer

g. Certification by city legal director.

"This is to certify that the City Council of the City of Rockford did, at its meeting of the _____ day of _____, _____, approve this Plat and authorize it to be recorded.

"In witness thereof, I, _____, Legal Director for the City of Rockford, have hereunto set my hand and affixed the seal of said City of Rockford, this _____ day of _____, _____."

Legal Director

h. Certification by city plat officer.

"Having reviewed the recommendations of the Planning Division, Department of Community Development and the conditions placed on this Final Plat by City Council, and finding substantial conformity with all pertinent laws, rules and regulations and the tentative plat of this subdivision as conditionally approved, this plat is given final approval this _____ day of _____, _____."

City Plat Officer

i. Form for certification of recording official.

"Filed for record this _____ day of _____, _____, at _____ o'clock _____ M., recorded in Book _____ of Plats, page _____ and examined."

TABLE INSET: _____ Document Number County Recorder

j. Certification by lien holder (if any).

"As lien holder(s) of record, I (we), upon behalf of myself (ourselves), successors and assigns, hereby join in the dedication to the public for public purposes all streets, alleys, walkways, parks, playgrounds and school sites shown on this plat, and further join in the dedication of all easements shown on this plat subject to the easement provisions hereon."

Lien Holder

k. Certification by notary public.

"I, _____, a Notary Public in and for the County of _____, in the State of _____, do hereby certify that _____, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and (severally) acknowledged that he (they) signed, sealed and delivered said instrument as his (their) free and voluntary act for the uses and purposes therein set forth."

"Given under my hand and Notarial Seal this _____ day of _____, _____."

Notary Public

Sec. 27-9. Required improvements.

(a) *Street and utility improvements.*

(1) All subdivisions shall be served with city water and public sanitary sewer.

(2) No improvements in a subdivision shall be accepted for public maintenance until all improvements to be dedicated to the city are complete in accordance with the Public Improvements Completion Agreement and two (2) sets of record drawings (one (1) bond copy and one (1) copy in an appropriate digital format) approved by the department of public works. The requirements for the record drawings shall be those contained in the current version of the Engineering Design Criteria for Public Works Improvements. .

(3) Street lights shall be provided by the developer as provided in the department of public works' current "Engineering Design Criteria for Public Works Improvements" as part of the required public improvements to the subdivision. The department of public works may require as a condition of a building permit on any lot which has an easement for underground cable for the purpose of street lighting that said cable has been installed or that a signed customer work agreement with Commonwealth Edison or other lighting contractor be submitted to the city. Streetlights shall be installed by the developer within each phase of a platted subdivision prior to the issuance of any temporary occupancy permits.

(b) *Placement of utilities.* In all new subdivisions, all utilities shall be installed underground. The installation of such facilities shall be in compliance with the applicable orders, rules and regulations of the Illinois Commerce Commission now or hereafter effective.

(c) *Monuments.*

(1) Iron pins three-quarters of an inch in diameter and four (4) feet long shall be placed at all block corners, angle points of streets and of exterior boundaries, points of tangency of curved lines, points at which street lines intersect the exterior lines of the subdivision.

(2) Iron pins five-eighths (5/8) inch in diameter and three (3) feet long shall be placed at all other lot corners.

(3) Monuments shall be placed at all lake or stream ends of lot lines. Such monuments shall be placed flush with the ground at the point of intersection of the lot line with a line, which is established along the shore not less than twenty (20) feet back from the normal water elevation of such lake or banks of such stream.

Sec. 27-10. Design and layout standards.

(a) *Design and construction of public improvements.* All public improvements shall be designed and constructed in each new subdivision in accordance with the standards and requirements described in the current "Engineering Design Criteria for Public Works Improvements."

(b) *Streets.*

(1) Location of street rights-of-way. Location of street rights-of-way shall be in conformance with the currently adopted official plan and other city-council-approved plans.

(2) Street patterns. The street pattern in subdivisions shall be based on topographic conditions, drainage, public convenience, safety, and the proposed land uses to be served, and shall provide for the alignment and continuation of existing rights-of-way, and also access to adjacent undeveloped land. Where continuation is impractical, offset intersections shall be permitted with a minimum offset of one hundred fifty (150) feet, measured from centerline to centerline. Streets shall be located on the edge of or one (1) lot depth from the edge of the tract.

(3) Street Types.

a. *Principal arterial streets.*

1. No direct access from individual lots;

2. Right-of-way width shall be in accordance with the current version of the Engineering Design Criteria for Public Works Improvements.

b. *Minor arterial streets.*

1. No direct access from individual lots is permitted;
2. Right-of-way width shall be in accordance with the current version of the Engineering Design Criteria for Public Works Improvements.

c. *Collector streets.*

1. May provide direct access.
2. Right-of-way width shall be in accordance with the current version of the Engineering Design Criteria for Public Works Improvements. .

d. *Local streets.*

1. Provide direct access;
2. Sixty (60) feet of right-of-way.

e. *Half-streets.* Half-streets shall not be permitted, except to provide right-of-way for officially adopted planned streets.

f. *Cul-de-sacs.* Cul-de-sacs designed to be permanent shall be limited to a length of five hundred (500) feet, measured from the centerline of the intersection to the center of the circle. The right-of-way diameter shall be a minimum of one hundred twenty (120) feet, with a ninety-foot diameter improvement. Cul-de-sacs are prohibited where street connections are possible.

g. *Private streets shall not be allowed.* When approved by the City Council within a planned residential development or planned unit development, private streets may be permitted if the developer of the subdivision has adequately provided for the future maintenance of the roadways. The property owner shall provide a dedicated cul-de-sac on the property for any public stub streets immediately adjacent to the property. The owner shall also provide and maintain at owner's expense street signs in compliance with the specifications of the department of public works identifying the street(s) as private. Private streets shall be built in accordance with the specifications of the department of public works.

h. *Stub streets.* Stub streets shall be provided to serve as access to adjacent undeveloped property. Construction of a temporary paved

turnaround within an easement is required to provide for adequate fire protection when the stub street length is more than one lot depth or greater than one hundred-fifty (150) feet, whichever is less. When the stub street is extended by further platting, the temporary turnaround shall be removed by the developer extending the street. If for any reason the stub street is not extended by the developer of the proposed plat, a permanent turnaround shall be constructed on the proposed development by the developer. If a temporary turnaround is not required for the stub street, traffic control devices as required by the traffic engineer shall be installed.

i. *Dead-end streets.* Dead-end streets are not permitted.

(c) *Sidewalks.*

- (1) Sidewalks shall be installed by the developer along both sides of all streets within the public right-of-way. If topography or existing trees create a logistical problem, the city engineer will determine the most appropriate location for sidewalk construction.
- (2) In the event that the city engineer determines that an appropriate location for sidewalk construction in the subdivision does not exist, the developer shall deposit an amount to be determined by the city engineer based upon the product of the lineal foot of right-of-way multiplied by the average lineal foot cost of sidewalk for the subdivision as reviewed and approved within the construction plans. This amount shall be directed to the City of Rockford Capital Improvement Program for pedestrian improvements.

(d) *Block length.* Block length shall not exceed one thousand three hundred twenty (1,320) feet. (One quarter (1/4) mile)

(e) *Lots.*

(1) Lot layout.

- a. The number of dwelling units in a development shall not exceed forty (40) unless a second public access is provided.
- b. A minimum of twenty (20) feet of frontage on a public street shall be provided for each lot. Lots abutting principal and minor arterial streets shall have access to internal streets only.
- c. Building setback lines shall equal one-half (1/2) the right-of-way, not to exceed forty (40) feet.

d. Stormwater detention areas shall be included as portions of platted lots and not be established as separate unbuildable lots except when provisions have been made by the developer of the subdivision to establish a special service area or a homeowners association/condominium regulations/covenants and restrictions with provisions for a back up special service area for the maintenance of the lot, and subject to the approval of the public works department..

(2) Lot size.

a. Residential lots shall meet the minimum width, depth, area and density requirements as set forth in the current zoning ordinance of the city.

b. Commercial and industrial lots shall be designed to meet setbacks, off-street loading, parking and landscaping requirements as set forth in the zoning ordinance of the city.

c. Corner lots shall be designed so that structures can conform to front yard setbacks on both streets.

d. Flag lots shall not be allowed. The city engineer, in his or her discretion with the advice and consent of the City Council, may determine based upon the location, platted land configuration or topography of a lot that a flag lot is appropriate.

e. Residual parcels. Subdivisions shall not contain or create leftover pieces, corners or remnants of land.

(f) *Easements.*

(1) Electrical, cable and telephone utility easements. Electrical, cable and telephone utility easements not less than six (6) feet wide shall be provided on each side of rear lot lines and, where necessary, to provide continuity or provide street lights, along side lot lines. Exact locations and widths are subject to the requirements of the utility company. Easements for street lighting shall be provided subject to the current edition of the street lighting policy for the City of Rockford and the Engineering Design Criteria for Public Works Improvements.

(2) Sanitary sewer and water main easements. Sanitary sewer and water main easements shall be located on private property only when necessary and shall be an exclusive easement for the sanitary sewer or water utility, and shall be a minimum of twenty (20) feet wide. The water main shall be centered in easement. Sanitary sewer and water main easements may be located on private property pursuant to subsection (b)(3)(g) of this section.

(3) Storm sewer and drainage easements. Storm sewer and drainage easements shall be of a necessary width, based on

engineering standards, to carry surface water runoff to stormwater detention areas and to existing storm sewer systems and shall be a minimum of ten (10) feet wide.

(g) Spite strips and restricted access. Reserved or spite strips controlling access to streets or to adjacent property are not permitted. Any restricted access from public street to private streets is not permitted, including but not limited to gates, except in conjunction with a planned residential or planned unit development..

Sec. 27-11. Boundary map/plat of survey.

(a) *When allowed.* For purposes of ownership transfer and/or development, one boundary map or plat or survey shall be allowed for the first division of less than five (5) acres from a parcel as it existed on October 1, 1973, provided no new streets or easements of access are involved. Further division of the original parcel shall be recorded only by means of a subdivision plat as provided for in this chapter. Said subdivision plat shall include any previously recorded boundary map or plat of survey. The original survey shall be placed on file in the department of public works.

(b) *Form and approval.* The plat shall be drawn and signed with waterproof black ink on a reproducible medium by an Illinois Professional land surveyor. Approval by city council is not required, but the survey shall be signed by the county clerk and the plat officer on the certificates, as shown below, prior to recording.

(c) *Certifications.*

(1) Certification by surveyor.

"I hereby certify that, at the request of the owners, I have surveyed and subdivided according to the Boundary Map; a part of the _____ quarter of Section _____, Township _____ North, Range _____ East of the _____ Principal Meridian, bounded and described as follows:

(Legal Description, including acreage)

"Dimensions are given in feet and decimals of a foot. Iron pins 3/4-inch in diameter and 4 feet long have been found or set at all points marked on the plat with a _____, and iron pins 5/8-inch in diameter and 3 feet long have been found or set at all other lot corners. "I hereby certify that (part/no part) of the property covered by this plat is situated within a special flood hazard area as identified by the Federal Emergency Management Agency for the City of Rockford on Panel No. _____, dated _____.

"Given under my hand and seal this _____ day of _____,
_____, at _____."

Illinois Professional Land Surveyor
No. _____

(2) Certification of dedication by owner(s) of land.

"As owner, I hereby certify that I have caused the land described in the foregoing affidavit of the surveyor, to be surveyed, divided and mapped as presented on this Plat. All streets, alleys, walkways, parks, playgrounds and school sites shown on this plat are hereby dedicated to the public for public purposes, and all easements shown are subject to the Easement Provisions hereon. I further certify that there are no liens or encumbrances on the property contained in this plat except _____."

Owner(s)

(3) Certification by notary public.

"I, _____, a Notary Public in and for the County of _____, in the State of _____, do hereby certify that _____, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and (severally) acknowledged that he (they) signed, sealed and delivered said instrument as his (their) free and voluntary act for the uses and purposes therein set forth."

"Given under my hand and Notarial Seal this _____ day of _____, _____."

Notary Public

(4) Certification by county clerk.

"I, _____, County Clerk of Winnebago, in the State of Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments against the lands described in this boundary map.

"In witness thereof, I have hereunto set my hand and the seal of the County of Winnebago this _____ day of _____, _____."

County Clerk

(5) Certification by plat officer.

"This is to certify that I have reviewed the attached Boundary Map and find it in compliance with applicable regulations of this Article [Chapter]. In witness thereof, I have hereunto set my hand this _____ day of _____, _____."

Plat Officer

(6) Certification of recording official.

"Filed for record this _____ day of _____, _____, at _____ o'clock
_____ M., recorded in Book _____ of Plats on page _____ and examined."

TABLE INSET:

Document Number County Recorder

Sec. 27-12. Right-of-way dedication plats.

Right-of-way dedication plats transferring ownership from private person(s) to the city for roadway purposes by dedication of said property shall meet the following requirements:

(a) *Form and content.* The dedication plat shall be as required by state law (765 ILCS 205/9 , as now in effect, or as hereinafter amended). The dedication plat shall also meet the requirements of this chapter for a final plat.

(b) *Design.* The dedication plat design and construction shall meet the requirements of the department of public works "Engineering Design Criteria for Public Works Improvements."

Sec. 27-13. Vacation of recorded plats or parts of recorded plats.

(a) *Procedure.* The vacation of plats or parts of plats shall follow the procedure required for final plats of subdivisions. The city council's approval of the instrument of vacation shall include:

- (1) A statement of fact explaining the grounds for its recommendations, and
- (2) A recommendation respecting the monetary remuneration to be paid to the city in consideration of any public property involved in the vacation.

(b) *Standards.* A vacation shall not be approved that creates conditions that would not be permitted under the regulations of this chapter in newly created subdivisions, unless the vacation would, at the same time, correct other and more serious conditions detrimental to the public health, safety, comfort, morals and the general welfare.

(c) *Form.* The instrument of vacation shall consist of:

- (1) A written description of the recorded plat or part thereof to be vacated, and a written statement declaring the same to be vacated.
- (2) An attached copy of the recorded plat, all or a part of which is to be vacated.

(3) The following certifications duly executed:

a. Certification by owners. Certification by the owners, which shall include all of the owners of land in the plat or all of the owners of land in the part of the plat to be vacated:

"As owner of the following described property, to wit: (description by reference to attached plat), I (we) hereby petition the City Council to approve the above described vacation."

(Owner) (Lot Number) (Date)

b. Certification by notary public.

"I, _____, a Notary Public in and for the County of _____, in the State of _____, do hereby certify that _____, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and (severally) acknowledged that he (they) signed, sealed and delivered said instrument as his (their) free and voluntary act for the uses and purposes therein set forth.

"Given under my hand and Notarial Seal this _____ day of _____, _____."

Notary Public

c. Certification by legal director.

"This is to certify that the Rockford City Council did, at its meeting of the _____ day of _____, _____, approve the vacation."

Legal Director

d. Certification by city plat officer.

"The vacation is hereby approved this _____ day of _____, _____."

City Plat Officer

e. Certification by the city engineer.

"I hereby certify that I have reviewed and approved the vacation this _____ day of _____, _____."

City Engineer

f. Certification of recording official.

"Filed for record this _____ day of _____, _____, at _____ o'clock
_____.M. Recorded in Book _____ of Plats, Page _____, and Examined."

TABLE INSET:

Document Number County Recorder

(4) Fees. The cost and charges to the petitioner/owner in regard to the vacation of public streets and alleys shall be paid to the city before the vacation ordinance is approved by city council.

(d) *Re-subdivision in lieu of vacation.* It shall not be necessary to vacate a plat or part thereof in order to proceed with a re-subdivision of the plat or part thereof. Re-platting according to the procedure and standards for subdividing required by this chapter shall automatically constitute vacation of a prior plat or part thereof, provided that monetary remuneration shall be paid to the city in consideration of the excess of public property vacated.

(e) *Cancellation of bonded contracts.* Letters of credit on file with the city for the public improvements shall be automatically cancelled upon vacation of such platted streets or alleys.

Sec. 27-14. Violations, penalties.

Whoever sells, offers for sale, improves by construction of buildings, or leases for any time exceeding five (5) years any lot, block, parcel, part or division of land in the city before all the requirements of this chapter have been complied with, shall be fined not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00) for each lot, block, parcel, division or part thereof so disposed, offered for sale, improved or leased. Each day a violation continues shall be a separate offense.

Sec. 27-15. Enforcement.

The building department of the city shall defer granting permits for improvements on property until such time as a subdivision plat or plat of survey for that property has been approved and recorded in the manner provided by this chapter.

APPENDIX A EXEMPTIONS TO SUBDIVISION REGULATIONS

Illinois Compiled Statutes

Chapter 765--Plat Act

Sec. 205/1(b). Except as provided in subsection (c) of this section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances:

1. The division or subdivision of land into parcels or tracts of five (5) acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right-of-way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility, which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than five (5) acres from a larger tract when a survey is made by an Illinois Professional Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

APPENDIX B LETTER OF CREDIT

City of Rockford
425 East State Street
Rockford, IL 61104

Attention: City Engineer for the City of Rockford

IRREVOCABLE LETTER OF CREDIT NUMBER:

DATED:

EXPIRES:

APPLICANT: [Name and Address]

BENEFICIARY: City of Rockford
425 East State Street
Rockford, IL 61104

ISSUED ON BEHALF OF: [Name and address of Developer]

RE: [Name of subdivision and plat number]

1. We hereby establish our IRREVOCABLE Letter of Credit in favor of the City of Rockford, Winnebago County, Illinois ("the City") for the account of [Name of Developer] ("the Developer") in the amount of:

[Insert an amount equal to 110% of the estimated cost of construction of the Public Improvements as approved by the City Engineer. If the letter of credit is to extend more than one year then an additional 10% shall be added for each year of the letter of credit past one year.]

U.S. Dollars (\$) ("the Credit"), available by your draft(s) at SIGHT on us to guarantee the completion of, and full payment for, the public improvements including, but not limited to, the water distribution system, sanitary sewer system, storm sewer system, site grading, landscaping and planting, street system, sidewalks, bicycle paths and street lights ("the Public Improvements") for the subdivision known as [Name of subdivision] ("the Subdivision") to be developed by the Developer in the City, in a good and workmanlike manner with materials of good quality in strict accordance with the engineering plans and specifications ("the Plans") for the Public Improvements prepared by [Name of engineer] dated [Plan date] and last revised [Last revision date] and the City Subdivision Ordinance, and for the maintenance of the Public Improvements until they are completed and accepted by the City and a maintenance letter of credit or bond has been deposited with the City in accordance with the City Subdivision Ordinance. Once improvements have been formally accepted in writing by the City, the City will be responsible for minor maintenance, snow plowing and pothole patching, and the Developer will be responsible for major maintenance such as settlement, erosion control, system failures and collapses of the Subdivision for 1 year after date of acceptance. The undersigned represents and warrants that the undersigned has full power and authority to issue this letter of credit, and that all conditions precedent to the issuance of the letters of

credit have been satisfied. The Issuer hereby waives notice of any amendments, modifications or changes to the Plans.

2. Partial Reductions:

A. Partial reductions of this Letter of Credit will be allowed only to the extent authorized by the City. Partial reductions will be permitted only as entire phases of the Public Improvements are completed as follows by way of example without limitation:

- (1) All site grading.
- (2) All underground improvements, including testing.
- (3) All roadway improvements, except final surface.
- (4) All street lighting.
- (5) All sidewalks and bicycle paths.
- (6) All final surface of roadway improvements.
- (7) All parkway restoration, street trees, common landscape areas and driveway approaches.
- (8) All stormwater facilities.

The reduction shall be for up to 90% of the original estimated amount for each phase, with 10% retained to cover punch list work and until the Public Improvements have been accepted and the Maintenance Guarantee required under the Subdivision Ordinance has been posted.

B. New cost estimates for the completion of the remaining Public Improvements shall be submitted to the City Engineer with each request for a partial reduction of the Letter of Credit. The amount of the Credit remaining shall at no time be less than 110% (if the scheduled completion of a public improvement exceeds one year then an additional 10% shall be added to the letter of credit for that specific improvement) of the reasonably estimated cost of completion of the remaining Public Improvements before any partial reduction shall be permitted.

C. This Letter of Credit shall not be reduced unless and until we and the City have been provided with general contractor's sworn statement(s), mechanic's lien waivers and supporting affidavits, all in the form required by law to assure the City of protection against mechanic's liens, Public Construction Bond Act and all other claims for lien.

D. This Letter of Credit shall not be reduced for a specific improvement until the City receives the record drawings for that improvement.

3. Scheduled Completion Dates.

The Public Improvements shall be completed in accordance with following schedule:

- A. Site grading, including grading of streets, detention and retention ponds, lots and required private and public green space areas shall be completed on or before [Completion Date].
- B. Stormwater facilities, including underground items, detention items, wetland/riparian areas and erosion control, shall be completed on or before [Completion Date].
- C. Underground improvements, including water mains, vaults and valve vaults, sanitary sewer mains and manholes and any required force main, shall be completed on or before [Completion Date].
- D. Curbs, handicapped ramps, sidewalks fronting detention areas, and street base, including “first lift” of pavement, shall be completed on or before [Completion Date].
- E. Subject to the provisions of the Subdivision Ordinance, street lighting shall be completed on or before [Completion Date].
- F. Sidewalks and bicycle paths shall be completed on or before [Completion Date].
- G. Final street surface (“second lift”), including necessary repairs to street base “first lift”, catch basins, manholes and other structures located between curb lines shall be completed on or before [Completion Date].
- H. Parkway and open space restoration (including repairs to catch basins, manholes and other structures located in parkways and open space areas), landscaping, sidewalks, street lights and dedication of public areas shall be completed on or before [Completion Date].

4. Time is of the essence.

Time is of the essence for this agreement. The Issuer waives notice of any modifications, changes or amendments to the dates set forth above.

5. Draws by the City against this letter of credit.

No right of set-off. In the event that any of the Public Improvements are not completed pursuant to the schedule set forth in paragraph 3, or the letter of credit is about to expire, and/or the City has not been furnished with sworn statements and waivers of lien, and other evidence of payment to assure the City protection against mechanic’s lien claims and claims of any bond or security therefore, we will honor drafts signed by any of the following City representatives: the Mayor, Legal Director, City Administrator, Public Works Director, or the City Engineer with a sworn statement that the funds drawn are to be used for the purpose of constructing all or a part of the Public Improvements, in the form appended hereto as Exhibit A, *Completion Certificate*, but we understand that the City, in drawing on this Letter of Credit, does not warrant that the funds drawn will be sufficient to complete the Public Improvements. The provisions of paragraph 2 limiting

partial reductions shall not be applicable to draws by the City against this letter of credit. This Letter of Credit shall remain in effect without regard to any default in payments of sums owed us by the owner of the Subdivision or Planned Development ("Owner") or the Developer and without regard to any claims or right of set off which we may have against the Owner and the Developer, or either of them. The City shall be entitled to reimburse itself from the proceeds of this Letter of Credit for reasonable engineering, consulting and/or legal fees, staff time and other costs incurred in re-bidding and completing the Public Improvements.

6. Expiration Notice/Date.

We hereby agree that draft(s) drawn under, and in accordance with, the terms of this Letter of Credit will be duly honored as specified and presented at our office on or before _____, 20____, (the "Stated Expiration Date") [a date not less than 90 days after the last completion date set forth in paragraph 3); provided, however, that we shall give written notice by certified mail, return receipt requested, to the City Engineer, of the expiration of this Letter of Credit not less than 60 days prior to its expiration, or the expiration date shall be extended automatically to the date 90 days after such notice is actually given ("Expiration Date").

7. We expressly acknowledge that the City is authorizing the Developer to proceed with the development of the Subdivision only upon the guarantee of the irrevocable nature of this Letter of Credit as a condition precedent to such authorization. We expressly acknowledge that the consideration for this irrevocable Letter of Credit is provided by separate agreements between the Issuer, and the Developer and the Owner, or either of them.

8. Payment.

We here undertake and engage that all demands made in conformity with this irrevocable Letter of Credit will be duly honored and payment shall be made in immediately available funds within ten (10) business days from presentation of the Completion Certificate.

9. Governing Law.

This Letter of Credit shall be deemed a contract made under the laws of the State of Illinois and shall be governed by and construed in accordance with such laws. The undersigned agree that venue for any actions brought with respect to this Letter of Credit shall be in the Judicial Circuit, Winnebago County, Illinois.

In the event that the City commences an action against the Issuer relating to the Issuer's failure to advance the funds secured by this Letter of Credit within ten (10) business days of the City's presentation of the Completion Certificate, the Issuer shall reimburse the City's reasonable attorney's fees and costs incurred in such action if the City prevails in such action.

(Financial Institution)

By: _____

Attest: _____

Title: _____

Title: _____

**APPENDIX C
PUBLIC IMPROVEMENTS COMPLETION AGREEMENT**

THIS IS AN AGREEMENT (“Agreement”) entered into on _____ 2 ____, by
[Owner] (“Owner”), [Developer] (“Developer”), and the City of Rockford, Winnebago County,
Illinois (“City”)

RECITALS

- A. The Owner is the owner of real estate located in the City legally described on Exhibit A appended hereto and made a part hereof (“Property”).
- B. The Owner and the Developer have applied for approval of [a final plat of subdivision of the real estate to be known as [(“Subdivision”)] or [a final planned development plan for the Property to be known as (“PDP”)] (delete one)

- C. The Developer has submitted to the City for its approval the engineering plans and specifications for the public improvements, including, but not limited to, the water distribution system, sanitary sewer system, storm sewer system, site grading, landscaping and planting, street system, sidewalks, bicycle paths and street lights (“Public Improvement”) for the Subdivision or PDP prepared by [Engineer] dated [Date] last revised [Last Revision Date] (“Plans”) and the City has approved said Plans.
- D. The City is willing to execute the plat of subdivision or approve the PDP Plan only upon the condition that the Owner and the Developer agree to cause the Public Improvements for such Subdivision or PDP to be installed and completed in a good and workmanlike manner with materials of good quality, in strict accordance with the Plans and the City Subdivision Ordinance, fully paid for, and maintained by the Developer for a period of 12 months after their completion as determined and accepted by the City Engineer.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, it is agreed by and among the parties as follows:

- 1. The City agrees to approve the final PD Plan or cause the final plat of subdivision to be executed by its Mayor, attested by its Legal Director, signed by the City Plat Officer and City Engineer and, provided the Developer shall secure all other necessary plat approvals and paid tax bills, record it with the Recorder of Deeds of the appropriate county.
- 2. The Owner and the Developer jointly and severally promise and agree:
 - A. To construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in strict accordance with the Approved Plans and the City Subdivision Ordinance and to complete each of the eight phases of construction set forth in the following paragraph on or before the completion dates therein specified, and
 - B. To pay to the contractors and material suppliers who furnish labor or materials, or both, for the construction of the Public Improvements the full amounts due to them for such labor and materials, and
 - C. To maintain the Public Improvements, once accepted by the City Engineer, for a Maintenance Period of 12 months or a length of time determined by the City Engineer. The maintenance period shall begin on the date on which the last of the Public Improvements (see paragraph 3G herein) were completed in accordance with the Plans therefore and the City Subdivision Ordinance (“Completion Date”). The Developer’s maintenance obligations shall include, but are not limited to the following:

- I. Maintaining the Public Improvements;
- II. Repairing any damage to the Public Improvements caused by the Developer, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor;
- III. Repairing or replacing any defective workmanship or materials in the Public Improvements, and
- IV. Indemnifying and holding the City harmless against the results of any defective workmanship or materials incorporated in any part of the Public Improvements, which shall have appeared or been discovered within 12 months after the Final Completion Date and acceptance date. In the event any of the Public Improvements are damaged, the burden shall be on the Developer to show that such damage was not caused by the Developer, its agents, servants, employees, successors or assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns or any subcontractor hired by such contractor.

3. Completion Dates:

The Public Improvements shall be completed in accordance with the following schedule:

- A. Site grading, including grading of streets, detention and retention ponds, lots and required private and public green space areas shall be completed on or before [Date].
- B. Stormwater facilities, including underground items, detention items, wetland/riparian areas and erosion control, shall be completed on or before [Date].
- C. Underground improvements, including water mains, vaults and valve vaults, sanitary sewer mains and manholes and any required force main, shall be completed on or before [Date]
- D. Curbs and street base, include “first lift” of pavement, shall be completed on or before [Date].
- E. Subject to the provisions of the Subdivision Ordinance, street lighting shall be completed on or before [Date].
- F. Sidewalks and bicycle paths shall be completed on or before [Date].

- G. Final street surface (“second lift”), including necessary repairs to street base “first lift”, catch basins, manholes and other structures located between curb lines shall be completed on or before [Date].
- H. Parkway and open space restoration (including repairs to catch basins, manholes and other structures located in parkways and open space areas), landscaping, sidewalks, streetlights and dedication of public areas shall be completed on or before [Date].

Time is of the essence for this agreement. The Issuer waives notice of any modifications, changes or amendments to the dates set forth above.

- 4. The Owner and Developer further agree to cause to be maintained at all times proper security to guarantee the completion of, payment for and maintenance of the Public Improvements as required by the City Subdivision Ordinance in the form of a cash deposit, performance bond-labor and material payment bond, letter of credit or escrow deposit in strict accordance with the provisions of the City Subdivision Ordinance.

The Owner agrees to, and does hereby grant to the City and the applicable fire protection district a non-exclusive license to go upon any part of the Property for the purpose of providing police and fire protection and enforcing the Illinois Vehicle Code (Chapter 625 of the Illinois Compiled Statutes) and the City of Rockford Municipal Code on the streets and other areas of the Subdivision or Planned Development.

After the street base for the streets in the Subdivision or PD has been installed by the Developer in strict accordance with the City Subdivision Ordinance and the approved engineering plans , the City agrees to provide police protection for the Subdivision or PUD in cases of emergency.

After the “first lift” of the street pavement in the Subdivision or PD has been installed by the Developer in strict accordance with the City Subdivision Ordinance and the approved engineering plans , the City agrees to provide regular police protection for buildings in the Subdivision or PD and to provide snowplowing service for the public streets serving such buildings so long as an Agreement for Snow and/or Ice Removal on Unaccepted Streets is executed by the Owner/Developer, without in any way accepting responsibility for the maintenance of such streets, or any other Public Improvements until the passage of an ordinance by the corporate authorities formally accepting such Public Improvements.

The streets in the Subdivision or PD shall remain the property of the Owner/Developer who shall remain responsible for the maintenance of all of the Public Improvements in the Subdivision or PD, including any manholes, vaults, curbs or other structures which project above the pavement and which are damaged as the result of the City’s snowplowing activities, including the storm water drainage system, until the City formally accepts such Public Improvements.

In the event it becomes necessary, as determined by the City Public Works Director, in his/her sole discretion, to perform any emergency repair work on the Public Improvements in the Subdivision or PD to protect the health, welfare and safety of the public, the City may perform

such repairs and the Owner/Developer shall reimburse the City promptly for the costs so incurred.

The Developer shall be responsible for all Public Improvements construction and maintenance costs, which are not specifically required herein to be borne by the City.

5. The Owner and the Developer shall furnish a sworn statement, and waivers of lien to the City as shall be necessary to insure, indemnify and protect the City against mechanic's lien claims and claims for lien on any bond or other security that the Owner and/or Developer have caused to be posted with the City.
6. Venue, Attorney's Fees: The parties agree that the proper venue for the enforcement of this Agreement shall be the Circuit Court of Winnebago County, Illinois. The Developer and the Owner, jointly and severally, agree to reimburse the City for any reasonable attorney's fees and court costs incurred by the City in enforcing or attending to enforce the obligations of the Developer and the Owner, or other of them, under this Agreement, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such attorney's fees and court costs.

CITY OF ROCKFORD

Attest:

By: _____
City Public Works Director

City Engineer

[Insert appropriate signature and attestation format, including officer titles and corporate seal for Developer and Owner.]

APPENDIX D
AGREEMENT FOR SNOW AND/OR ICE
REMOVAL ON UNACCEPTED STREETS

WHEREAS, _____, (“Developer”) and the City of Rockford, Winnebago County, Illinois (“City”) acknowledge that until the streets in the [Subdivision Name] Subdivision are accepted by the City, the City shall have no obligation to keep the streets plowed of ice and snow (snowplowed); and

WHEREAS, it is agreed, however, that for any platted portion of the [Subdivision Name] Subdivision that shall be or is likely to be occupied in whole or in part for a winter season, the City, at its option, may keep the streets snowplowed for that season.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. If the City desires to provide season-long snowplowing for the [Subdivision Name] Subdivision or part thereof, the City shall notify the Developer of the unaccepted streets. The notice shall contain an estimate of the cost of snowplowing and unit price or prices used by the City in developing such costs.
2. The Developer shall deposit with the City an irrevocable letter of credit from a financial institution in a form substantially similar to Appendix C of the City Subdivision Ordinance to guarantee payment of the estimated amount. At the end of the snow season, the City will release the amount of the letter of credit providing all payments due to the City have been made. During the season, the City shall allow the amount of the letter of credit to be reduced provided that the amount of the letter of credit is not reduced below the level anticipated to be expended based on the then current best-cost estimate.
3. The Developer shall be obligated to pay the actual reasonable cost to the City of its snowplowing services within the [Subdivision Name] Subdivision rather than the amount of the estimate. Payment shall be made within ten days from the date of the bill.
4. If the City does not elect to provide season-long snowplowing services to the Developer, it may elect to provide those services in the absence of the Developer’s performance of those services on an occurrence basis. In that case, the City shall notify the Developer of the unaccepted streets that unless the excess accumulation of snow or ice on the streets is removed within 24 hours, the City will perform snowplowing. The City shall bill the Developer for the actual reasonable cost of these services, and the Developer shall pay said bill within 10 days from the date of said bill.
5. The Developer shall prepare all usable but unaccepted streets for snowplowing before October 1 of each year. Preparation shall be performed under the supervision of the City and shall include but shall not be limited to the installation of flared service ramps, asphalt, or other acceptable material around structures protruding from and above the binder course of the street or the temporary

lowering of these structures flush with the binder course. The Developer shall maintain, repair and replace when necessary any modifications installed to allow efficient snowplowing.

- 6. In the event that the Developer shall fail to perform any of the items required under this Agreement, the City may refuse to issue building or occupancy permits or make inspections in the [Subdivision Name] Subdivision until the questioned items have been performed.

Dated this _____ day of _____, 2 ____.

OWNER/DEVELOPER:

By: _____

Its _____

City: The City of Rockford

By: _____
Public Works Director